

Notice of Request for Proposal

State Procurement Office

100 N. 15th Ave

Suite 104

Phoenix, AZ 85007-3223

SOLICITATION NO.: AD010240

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1

VENDOR: Vendor Name

OF
39

Solicitation Contact Person:

James Scarboro
State Procurement Office
602 542-9122

Vendor:

VENDOR NAME
VENDOR ADDRESS 1
VENDOR ADDRESS 2
VENDOR CITY VENDOR STATE 00000-0000

Solicitation Issue Date: August 08, 2001

Vendor Contact: Vendor Contact

DESCRIPTION:

ARIZONA TELECOMMUNICATIONS RELAY SERVICE

PROPOSAL DUE DATE:

JULY 20, 2001

AT 3:00 P.M. MST

Pre-Proposal Conference: Jun 18 2001 10:00 AM

State Procurement Office

Capital Center Suite 103

15 South 15th Ave

Phoenix AZ 850073223

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the State Procurement Office at 100 N. 15th Ave, Suite 104, Phoenix, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated above. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All proposals must be completed in ink or typewritten. Additional instructions for preparing proposal are included in this notice.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No.:

Name: _____

Phone: _____

Fax: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___is/___is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.


State of Arizona

Awarded this _____ day of _____ 20__

Procurement Officer


	<h1>Uniform Instructions to Offerors</h1>		State Procurement Office 100 N. 15th Ave Suite 104 Phoenix, AZ 85007-3223
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1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. *“Attachment”* means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the contract.
 - D. *“Days”* means calendar days unless otherwise specified.
 - E. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - F. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - G. *“Offer”* means bid, proposal or quotation.
 - H. *“Offeror”* means a vendor who responds to a Solicitation.
 - I. *“Procurement Officer”* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. *“Solicitation”* means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Quotations (“RFQ”).
 - K. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
2. **Inquiries**
 - A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
 - B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
 - C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.
 - D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
 - E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
 - F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
 - G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
 - H. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

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3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable taxes. Offerors shall indicate taxes as a separate item in the Offer.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 1. Special Terms and Conditions;
 2. Uniform Terms and Conditions;
 3. Statement or Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors;
 8. Uniform Instructions to Offerors.
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

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4. Submission of Offer


- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The State shall make a determination on whether the stamped information is confidential pursuant to the Arizona Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 2. It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation


- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- C. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a Solicitation.

6. Award

- A. Number or Types of Awards. Where applicable, the State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
 - B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
 - C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.
7. **Protests.** A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- A. The name, address and telephone number of the protester;

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- B. The signature of the protester or its representative;
 - C. Identification of the purchasing agency and the Solicitation or Contract number;
 - D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - E. The form of relief requested.
8. **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to the State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.

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Proposal Submission Format

Offeror is to submit their proposal with one (1) original and four (4) copies in the format as contained in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL," with all subsequent copies equally labeled, e.g., "COPY 1, COPY 2," etc. Materials within the offeror's proposal should be sequenced and labeled according to the RFP. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal. The proposal should include, at a minimum, the following information:

1. Conformity with Terms and Conditions. Offeror should express their ability and intent to conform with all terms, specifications, conditions and scope of work requirements. See Exceptions, in the Questionnaire section of this solicitation if for any reason the offeror cannot fully comply with requirements of this RFP.
2. Cost Proposal. Offeror's should submit a cost proposal compliant with the specifications of this RFP. Any additional services should be submitted as an attachment to this pricing schedule. See Pricing Schedule.
3. Method of Approach. Offeror should propose a method of satisfying the requirements of the Scope of Work as specified within this RFP. Offeror's proposal should include any/all information necessary to fully describe their capacity and intent to comply with each requirement of the Scope of Work. See Scope of Work.
4. Offeror's Firm, Staff and Qualifications.
 - A. Firm, Staff and Key Personnel. Offeror should provide resume and other relevant personnel data, particularly regarding any previous work assignments similar in nature to that described in this RFP, for all key personnel to be assigned to the project. Any technical education, training, certifications and/or licenses relevant to this project should be included. See Key Personnel, of the Special Terms and Conditions section of this solicitation.
 - B. Experience and Reliability. Offeror should include references demonstrating their experience providing services similar to those described within this solicitation. See References, in the Questionnaire section of this solicitation.

Offer and Acceptance

In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for 60 days after the opening time and date.

Evaluation

In accordance with the Arizona Procurement Code 41-2534, Competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.


1. Conformity with Scope of Work/Specifications, terms and condituions and other RFP requirements.*
2. Cost*
3. Method of Approach:**
4. Firm, Staff and Qualifications/Experience/Reference**

*1 and 2 carry the same weight
 **3 and 4 carry the same weight

References

The bidder shall list a minimum of five (5) customer references including name, address, contact name and phone number. In-state and/or government references are preferred.

Discussions

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In accordance with A.R.S. 41-2534, after the initial receipt of proposals, the State reserves the option to conduct discussions with those offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Offeror Qualifications

The offeror shall have extensive knowledge and experience with the installation and maintenance of systems/services similar to the system offered with a minimum of three (3) years experience. Offeror shall provide a reference list of at least five (5) customers (contacts, addresses, and telephone numbers), unless otherwise specified within this solicitation, that have similar services currently installed and operating.

Confidential Information

A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a detailed statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

B. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.

C. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

Bid Bond

An irrevocable bid security payable to the State of Arizona in the amount of \$250,00 is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the state by the due time and date cited for this solicitation.

The state will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the state will issue an award notice for those offers accepted by the state.


All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the state. In case of default, the state reserves all rights inclusive of, but not limited to, the right to purchase material and/or complete the work as required, in accordance with the Arizona Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds must be executed on forms substantially equivalent to STATE PROCUREMENT OFFICE FORM SPO301, on file at the State Procurement Office and incorporated by this reference.

Electronic Documents

The State of Arizona may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by the State shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence. As provided in the Uniform Instructions to Offerors, Section 3.D., the recipient of any electronic document is responsible for clearly identifying any and all changes or modifications to a document upon submission to the State.

An original document is on file with the Arizona State Procurement Office.

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. *“Contractor”* means any person who has a Contract with the State.
- E. *“Days”* means calendar days unless otherwise specified.
- F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- H. *“Offer”* means bid, proposal or quotation.
- I. *“Offeror”* means a vendor who responds to any type of Solicitation.
- J. *“Procurement Officer”* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. *“Solicitation”* means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. *“Solicitation Amendment”* means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- N. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 1. Special Terms and Conditions;
 - 2. Uniform Terms and Conditions;
 - 3. Statement or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



Uniform Terms and Conditions

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- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract administration and operation

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The State shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations.
- C. Applicable Taxes.
- Payment of Taxes by the State. The State shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - IRS W9 Form. In order to receive payment under any resulting Contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.

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- v) Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

5. Contract changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
- i) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - ii) Force Majeure shall not include the following occurrences:
 - a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - c) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - iii) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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iv) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- i) Of a quality to pass without objection in the trade under the Contract description;
- ii) Fit for the intended purposes for which the materials are used;
- iii) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- iv) Adequately contained, packaged and marked as the Contract may require; and
- v) Conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

E. Year 2000.

- i) Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- ii) Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

G. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

H. Survival of Rights and Obligations after Contract Expiration or Termination.

- i) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- ii) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless



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otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- A. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions.
- B. Stop Work Order.
- i) The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- ii) If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- E. Termination for Default.



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i) In addition to the rights reserved in the Uniform Terms and Conditions, the State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

ii) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

iii) The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Comments Welcome**. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 15 South 15th Avenue, Suite 103, Phoenix, Arizona, 85007.



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Eligible Agencies (Listed)

Any contract resulting from this solicitation shall be for the exclusive use of the State of Arizona Commission for the Deaf and the Hard of Hearing at 1400 W. Washington, Room 126, Phoenix, AZ 85007.

Contract Type (Term)

Fixed price term indefinite quantity.

Term of Contract

The term of any resultant contract shall commence on the date specified in the contract and continue for three (3) years after the installation of service, unless terminated, canceled or extended.

Contract Extension (24 Months)

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of twenty-four (24) months.

Delivery

Delivery shall commence on January 1, 2002. It is imperative that there be no interruption in services, at day of cutover or any day thereafter.

Taxes

Applicable Taxes: The State will pay all applicable taxes. The offeror shall identify the rate and/or amount of taxes in the offer.

Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

Price Increase

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for three (3) years. The requested increase shall be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service concerned. The State Procurement Office shall determine whether the requested price increase or an alternate option, is in the best interest of the state.

Written request by the contractor is required thirty (30) days in advance of any desired price change. Following approval by the State Procurement Office, the request shall provide documentation, i.e., published cost lists, to the satisfaction of the state, supporting the actual cost increase.

The contractor shall offer the State a price reduction concurrent with price reductions made to other customers receiving similar services..

Licenses

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

Safety Standards

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Billing

All billing notices shall include delivery time, and contractual payment terms. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no



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information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

Brand Name

Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential bidders of the requirements of the State. Any offer which proposes like quality, design or performance will be considered.

Estimated Quantities (General)

This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded as a result of his solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

Performance Bond

The contractor shall be required to furnish an irrevocable security in the amount of \$750,000 payable to the State of Arizona, binding the contractor to provide faithful performance of the contract.

Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the state within ten (10) calendar days from receipt of notice of award. If the contractor fails to execute the security document, as required, the contractor may be found in default and contract terminated by the state. In case of default, the state reserves all rights to recover as provided by law.

All performance bonds must be executed on forms substantially equivalent to SPO form 302 included with this solicitation.

Contract Additions

Items required for expanding/upgrading the existing system shall be purchased at the prices (equal to or less than) provided in response to this solicitation during the term of the contract and any extensions which may be implemented jointly by the State and the contractor.

Transition Period

A transition period at a minimum of sixty (60) days shall be established in the event the contractor is not re-awarded any continuance of this contract. Contractor shall cooperate with any incoming contractor regarding the transition of services. Contractor shall make every effort to ensure a smooth cutover so that service to consumers is uninterrupted.

Usage Report

The contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall be due at the end of each twelve month period of the contract term.

Insurance

A. Without limiting any liabilities or any other obligation of the Contractor, the Contractor shall purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

1. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);



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Personal Injury;
Blanket Contractual Liability;
Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
Fire Legal Liability.

2. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of (Agency Name) to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.

3. Worker's Compensation (Coverage A): Statutory Arizona benefits;
Employer's Liability (Coverage B): \$500,000.00 each accident;
\$500,000.00 each employee/disease;
\$1,000,000.00 policy limit/disease.

Policy Shall Include endorsement for All State coverage for state of hire.

B. The State or Arizona reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

In case any work is subcontracted, the Contractor will require all subcontractors to provide comparable coverage.


Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.

The policies required by the Commercial General and Business Automobile Liability Sections herein shall be endorsed to include the State of Arizona and the (Agency Name) as additional insured and shall require that the insurance provided by the Contractor shall be primary insurance and that any insurance carried by the State of Arizona and (Agency Name) shall be excess and not contributory insurance to that provided by the Contractor.

C. Certificates of insurance acceptable to the State of Arizona and (Agency Name) shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify the contract number and include certified copies of endorsements naming the State of Arizona and (Agency Name) as Additional Insured as required. The insurance policies required by this paragraph shall contain a provision that coverages will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona and (Agency Name).

D. Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and (Agency Name) may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and (Agency Name) shall be repaid by the Contractor upon demand, or the State of Arizona and (Agency Name) may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and (Agency Name). Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above shall not apply.

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Background.


On April 9, 1985, the State of Arizona enacted A.R.S. 36-1947, *Telecommunication devices for the deaf and the hearing and speech impaired*, which established a program to provide text telephones to individuals with speech and hearing impairments. In addition to this program, the legislation established the provision of “a dual party relay system making all phases of public telephone service available to persons who are deaf or severely hearing or speech-impaired.” ^{36-1947 (A)} In 1987 Arizona became the third state in the nation to provide Telecommunication Relay Service (TRS). Pursuant to the Americans with Disabilities Act (ADA) of 1990, Title IV, and its associated rules, the State, via the ACDHH, is authorized to provide this service under the Federal Communication Commission (FCC) TRS Certification Program, on behalf of common carriers throughout Arizona. ^{47-64.605.}

1. Purpose.

The Arizona Commission for the Deaf and the Hard of Hearing (ACDHH) seeks to ensure the continuance of its long-standing TRS program on behalf of the 400,000+ deaf, hard of hearing, and speech-impaired residents in Arizona. The Commission seeks a contractor to furnish and operate all facilities, equipment, software, circuits, telephone service, personnel, training, start-up, testing, and other program elements in the provision of Telecommunication Relay Services including Spanish TRS, Spanish Translation TRS, Speech-to-Speech TRS, Internet Protocol TRS, Operator Services and Customer Support Services.

2. Activities. Contractor shall engage in the following activities and services.

- A. TTY. TRS provider shall send and receive calls from users that utilize a text telephone (TTY or similar device able to send and receive Baudot or ASCII) to access the TRS. OPRs will relay calls between TTY users, and the users of the following services: standard telephone, VCO, 2L VCO, HCO, and in the following languages: English, Spanish, and English-Spanish Translation.
- B. Standard telephone. TRS provider shall send and receive calls from users that utilize a standard telephone to access the TRS. OPRs will relay calls between standard telephone users and the users of the following services: TTY, VCO, 2L VCO, HCO, STS, and in the following languages: English, Spanish, and English-Spanish Translation.
- C. Voice Carry-Over TRS. TRS provider shall send and receive calls from users that utilize a text telephone (TTY or similar device able to send and receive Baudot or ASCII) to access the TRS in order to receive text-based communication while using their voice to express communication. TRS provider shall also provide 2-Line VCO (2L VCO) service, in which a VCO user calls into the TRS on one line, providing the TRS with a second line number at the caller's location. The TRS provider will then relay the call for the 2L VCO user, sending and receiving text on one line and voice communications on the other. OPRs will relay calls between VCO and 2L VCO users and the users of the following services: TTY, standard telephone, VCO, HCO, and in the following languages: English, Spanish, and English-Spanish Translation.
- D. Hearing Carry-Over TRS. TRS provider shall send and receive calls from users that utilize a text telephone (TTY or similar device able to send and receive Baudot or ASCII) to access the TRS while using their hearing to receive voice communication. OPRs will relay calls between HCO users and the users of the following services: TTY, standard telephone, VCO, 2L VCO, HCO, and in the following languages: English, Spanish, and English-Spanish Translation.
- E. Speech-to Speech TRS. TRS provider shall send and receive calls from users accessing the TRS with a mild to moderate speech impairment requiring the services of a specially trained OPR to understand and revoice the caller's voice conversation. TRS provider shall also allow STS users with hearing loss to access VCO service (STS/VCO) simultaneously OPRs will relay calls between STS users and the users of the following services: TTY, standard telephone, VCO, 2L VCO, HCO, and in the following languages: English, Spanish, and English-Spanish Translation. Following are confidentiality requirements of STS calls:
- F. Spanish TRS and English-Spanish Translation TRS. TRS provider shall provide all services in both English and in Spanish. TRS provider shall also provide English-Spanish Translation TRS. Both Spanish TRS and English-Spanish Translation TRS shall provide a level of service on par with all other services available through the TRS provider.
- G. Alternate transmission speed for deaf blind and visually impaired users. TRS provider shall ensure that an alternate, slower, transmission speed is available for deaf blind and visually impaired users who require more time to receive incoming text. This rate is not fixed but is suggested not to exceed 30 words per minute. Users may ask for this alternative transmission speed or may identify the service in their database profiles.
- H. IP TRS. TRS provider shall propose a call feature where AZRS callers can access TRS with their computer, from the Internet using Internet protocol. IP TRS is a new TRS feature that is currently under consideration by the FCC. TRS provider shall create a new billing system based on conversation price per minute for this feature and include information on IP traffic, statistics and customer support service in its monthly invoice. TRS provider shall comply with the same general requirements set forth for all IP TRS

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services provided herein. TRS provider shall propose an IP TRS that will comply with the general requirements, including average speed of answer, emergency call handling, line branding, quality assurance, etc.

- I. Customer contacts. TRS provider shall provide a customer services including customer service line, available 24 hours a day, seven days a week, 365 days a year.

1. TRS provider shall track all customer contacts and report them monthly to ACDHH.
2. Customer contacts shall include the following categories: complaints, commendations, questions, requests for information, general assistance, and miscellaneous contacts.
3. TRS provider shall create all necessary forms, both internal and external, for the purpose of tracking customer contacts under this section. These forms will be subjected to the review and approval of ACDHH.

4. **Requirements: General**

- A. Availability. TRS services shall be available 24 hours a day, seven days a week, 365 days a year. TRS services shall be available locally throughout the state, throughout the country, and internationally wherever wire line and wireless telecommunication service is available.

- B. Confidentiality. Pursuant to Arizona R9-26-402, TRS provider shall ensure that all calls be kept totally confidential. The confidentiality and privacy of any person using a relay service is protected under the Mandatory Minimum Standards of 47 CFR 64.604, 1999 Edition. This information is incorporated by reference, does not include any later amendments or editions of the incorporated matter, and is on file with the Office of the Secretary of State. R9-26-402(C).

1. A telecommunication relay center shall not maintain permanent copies of messages relayed by a relay operator or allow the content of a telephone message to be communicated to, or accessible to, a non-staff member, R9-26-402(C)(1).
2. Any person using a relay service is not required to provide identifying information until the party the person is calling is on the line. The person's identity shall then be revealed to the extent necessary to fulfill the purpose of the call, R9-26-402(C)(2).
3. A relay operator shall not leave a message with a third party unless instructed to do so by the person making the call, R9-26-402(C)(3).
4. TRS provider will provide ACDHH disciplinary and termination procedures in the event contractor or subcontractor(s) personnel breaches confidentiality.
5. Unless otherwise requested by the STS user, STS OPRs shall not maintain records of any conversation after the call is completed. At the request of the STS user, STS OPRs will retain information from a particular call to facilitate the completion of consecutive calls. After these calls are completed, the STS OPR shall destroy the information.
6. STS OPRs shall relay the conversation accurately without making any alterations. At the request of STS user, the STS OPR may facilitate the call without interfering with the independence of the caller.
7. STS OPRs may offer STS users the option to maintain, at the STS relay center, a list of names and telephone numbers that the STS user calls in the user database.
8. When the STS user requests one of these names, the STS OPR will repeat the name and state the telephone number to the STS user.
9. This information (STS customers' database profiles) will be transferred to any new TRS STS provider, in a mutually usable format, at least 60 days prior to the outgoing TRS provider's last day of service.


- C. Usage.

1. AZRS shall be available for all Arizonians at all times. Users shall be able to place calls through AZRS from their primary location and locations other than their primary location. When users call from outside Arizona, TRS provider shall provide Arizona users alternative billing arrangements, e.g. calling cards.
2. TRS provider shall not refuse single or consecutive calls nor limit the length of calls.
3. TRS provider shall be capable of handling any type of call normally provided by common carriers, including wire line, wireless, mobile radio and paging devices.


- D. Equal access to interexchange carriers and other services. TRS provider shall permit all users to have access to the user's chosen interexchange carrier (carrier of choice or COC) as well as to all other operator services.

- E. Billing. TRS provider shall ensure that users pay rates no greater than the rates paid for functionally equivalent voice communication services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination, including:


1. TRS provider shall not charge for calls originating or terminating within the same local and/or extended area service (EAS).

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2. TRS provider shall have the capability to charge relay users for sent-paid calls, collect calls, person to person calls and calls charged to a third party.
3. TRS provider shall accept calling cards from all Arizona LECs and non-proprietary interexchange companies.
4. TRS provider shall bill calls based on rates applicable between calling party to called party irrespective of the TRS provider's call center(s).
5. TRS provider shall bill according to the call's conversation minutes, rounded to the nearest second, not the OPR work time.
6. TRS provider shall allow callers to use the interexchange carrier of their choice (COC) when placing toll calls.
7. Unless designated in the incoming callers' database profile, the OPR shall ask each caller to select their COC when placing a toll call. The contractor will have the option to use an automated statement for these calls, e.g. "BILLING PREFERENCE PLS."
8. When declared as the interexchange COC by the caller, TRS providers shall provide callers a discount of 25% on all day calls, 50% on all evening calls and 75% on all night toll calls. TRS provider shall provide 15% discount for relay users that use TRS for international calls.
9. TRS providers shall provide a copy of all intrastate and interstate toll charges and the applicable discounts in their proposal.
10. In the proposal, TRS providers shall include the following:
 - a. A complete description of how users will be billed for all calls.
 - b. Procedures for obtaining billing information from LECs.
 - c. List the billing that will be either performed in house or contracted.
 - d. A sample bill format.
 - e. List of all acceptable calling and credit cards.
11. TRS provider shall automate call billing whenever possible.
12. TRS provider will decline to complete a call when credit authorization is denied.
- F. Handling of emergency calls. TRS provider shall use a system for incoming emergency calls that, at a minimum, automatically and immediately transfers the caller to the nearest Public Safety Answering Point (PSAP).
 1. TRS provider shall ensure that the caller's telephone number is passed to the PSAP when a caller disconnects before being connected to emergency services.
 2. TRS provider shall release the caller to the PSAP in certain situations to allow direct TTY-to-TTY communication.
 3. For users accessing the TRS via mediums other than landlines, TRS provider shall connect such callers to their nearest PSAP, as soon as is technically and physically possible.
- G. Line branding. TRS provider shall, as requested by the user, brand users' lines according to their ANI, regarding the type of call (TTY, ASCII Voice, VCO, HCO, etc.) they use most frequently, to quickly identify users' preference on subsequent calls. TRS provider may only brand user lines with the expressed request/consent of the user, maintaining this preference under the user's database profile.
- H. User database. TRS provider shall provide a database of users' call preferences including, but not limited to, the type of call service primarily used, billing information, frequently dialed numbers, COC, and pacing instructions, e.g., slower typing speed for deaf blind users.
 1. TRS provider shall establish database profiles only as requested by the line owner or an associated user using that line, according to the line's ANI information.
 2. Users shall have the option to establish their profile, either from the provider's customer support service or directly with an OPR.
 3. The function of branding will be to inform the TRS provider of users' call service preferences while leaving it to the users' discretion to make calls without utilizing the pre-set preferences.
 4. TRS provider shall change brands at the request of the line owner or previously registered user, according to the line's ANI information.
 5. TRS provider shall not have proprietary right to any data contained within AZRS user database.
 6. TRS provider shall receive from previous provider and pass to future provider all contents of the user database. This transfer of data must be in a mutually usable format and must occur at least 60 days prior to the outgoing TRS provider's last day of service.
 7. TRS Provider shall not use any data collected from TRS users for any other purposes other than to connect TRS users to the outbound party.
 8. TRS Provider shall not sell, distribute, share or reveal the user database, unless required by law.

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- I. Access to answering machines, voice mail, automated attendants and other automated systems. TRS provider shall relay calls to and from personal or automated messaging services, answering machines, voice mail, paging services, voice menus and all other automated systems that receive or send voice, text or electronic messages.
1. OPR will inform user when they reach an answering machine or a recording and relay as much of the incoming message as possible.
 2. TRS providers shall record messages that are too fast or too long. The recorded message shall then be relayed to the user. User will then instruct the OPR of their selection(s) and/or message(s). OPR shall then execute the user's selection(s) and/or message(s). OPR shall confirm that the user's selection(s) and/or message(s) were delivered.
 3. At the request of user, OPR shall make one or more calls to ensure full delivery of the message(s). For lengthy automated systems, OPR shall make one or more calls to fulfill the request. OPRs will electronically retain the text of previous attempts to record the user's selection(s) and/or message(s). Users will have the option to instruct OPRs to repeat their selection(s) and/or message(s) to further access the same automated system. If the automated system disconnects in the middle of a call, OPRs will use automated procedures to notify user of termination of call and intent to reconnect, e.g., "(RECORDING DISCONNECTED, REDIAL Q GA)."
 4. When charges are applicable, TRS provider shall only charge for one call, regardless of the number of calls that may be required to retrieve and convey the user's selection(s) and/or message(s).
- J. Courtesy intercept message. TRS provider shall provide a courtesy intercept message in the event call delays significantly exceed required answering speed and service level thresholds. The courtesy intercept message shall be sent once the call delay reaches 60 seconds and will inform users they have reached the AZRS, that it is currently experiencing difficulties and that their call will be answered by the next available OPR. The courtesy intercept message is subject to the review and approval of ACDHH.
Note: An intercept with a customer waiting on the line shall not constitute an answer. Accordingly, the time spent in a queue shall not be billed to ACDHH. Intercepted calls will be documented with the monthly invoice. No busy signals are allowed, unless it is in direct relation to the equipment failure of a third party.
- K. Number calling verification. TRS provider shall also provide an automated method of confirming a user's outbound number. When the text-based user gives the calling number to the OPR, the system will automatically type back the number dialed, identifying the call as "local, long distance or toll free."
- L. Access to 9XX, 8XX pay-per-call services and restricted use 8XX numbers. TRS provider shall allow users to access 9XX and 8XX pay-per-call services.
1. TRS provider shall allow for billing of users by the pay-per-call service provider.
 2. TRS provider shall not relay the call when the user's phone number is blocked from making 9XX and 8XX calls.
 3. The contractor will arrange billing of the user for 8XX and 9XX calls. These calls are billed by a third party and as such will not be subject to the TRS provider's interexchange toll rates or discounts.
 4. TRS provider shall relay all toll or toll free restricted use 8XX calls according to user's location (ANI information), regardless of the location of the TRS call center.
- M. Directory assistance. TRS provider shall permit users to access local and long distance directory assistance. Charges for directory assistance will be at rates no higher than those charged to all end users.
- N. Calling line identification information, "Caller ID." TRS provider shall pass, send and receive, all calling line identification information or "Caller ID" from all users calling through the TRS.
- O. Answer speed. TRS provider shall provide, except during network failure, an average speed of answer not to exceed 3.3 seconds within any 24-hour day. This speed of answer requirement is applicable to AZRS calls only and shall not include call data from non-AZRS calls that may be relayed by the TRS provider.
1. TRS provider shall provide, at a minimum, a daily average answering speed service level where 85% of all calls are answered in 10 seconds or less and 99% of all calls are answered in 12 seconds or less.
 2. TRS provider shall provide this speed of answer and service level for all calls accessing its services.
 3. TRS provider shall determine its daily average speed of answer (ASA) by sampling its per-call ASA every 30 minutes. ASA shall be measured from the time the call hits the first measurable switch point to the point at which the OPR is dedicated to the call, not including calls still in a queue or on hold.
 4. TRS provider shall include all abandoned calls in its speed-of-answer calculations.
 5. TRS provider shall ensure that OPRs do not answer a call until they are ready to engage the caller.
 6. TRS provider will ensure, through initial and ongoing training, that excessive delays (greater than 5 seconds) between the OPR answering and the OPRs processing a call will not be permitted.
 7. TRS provider shall ensure that callers accessing their customer service number are not subject to excessive delays before reaching a customer service representative. Although no requirement is mandated, the ACDHH expects an average monthly speed of answer for customer service calls of no more than 10 seconds.

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- P. Quality assurance program. TRS provider shall provide a quality assurance program for the purpose of monitoring its compliance with the requirements set herein. TRS provider shall regularly, monthly, quarterly, and annually as scheduled, evaluate network, OPR proficiency and professionalism, call service center and customer service levels. TRS provider shall take into consideration the input of ACDHH TRS administrator regarding the quality of TRS services provided.
1. TRS provider shall propose its method(s) for maintenance of periodical, monthly, quarterly, and annual quality assurance
 2. TRS provider shall utilize the findings of these self-analyses, as well as input from ACDHH, in making changes to its TRS program.
 3. TRS provider shall share this data, self-testing, recommendations and outcomes with the ACDHH. ACDHH will hold all such information in strict confidence.
 4. TRS provider shall perform all such testing and quality control at its own cost.
 5. For quality monitoring purposes, ACDHH reserves the right to access TRS provider's quality assurance program pertaining to Arizona calls at any time during business hours.
 6. For quality monitoring purposes, ACDHH may make unannounced visits to all TRS (related) areas of any call center(s) used by TRS provider's in the provision of services under this agreement.
 7. ACDHH reserves the right to hire an independent vendor to audit or consult regarding TRS provider's quality assurance program.
- Q. Customer complaints. TRS provider shall document separately all complaints received directly from users, from its personnel (e.g., account representatives), from OPRs and/or customer service representatives, from associated personnel (e.g., AZRS outreach provider), and from the ACDHH. This log, to be developed with the input and approval of the ACDHH, must include, at a minimum, the following data: date complaint was filed, nature of the complaint, date of resolution, and an explanation of the resolution.
1. Of these categories, the complaint category shall be further organized into the following subcategories: operational complaints, technical complaints and miscellaneous complaints, with the definition of each category to be defined by the TRS provider and subject to ACDHH review and approval.
 2. TRS provider will work with ACDHH on classifying and defining complaints.
 3. TRS Provider shall resolve each complaint as soon as it is feasibly possible. As a rule of thumb, ACDHH holds that resolution is not accomplished until the complainant is satisfied with the resolution. This does not imply that resolution of all complaints is in fact possible, but rather, that TRS provider holds end-user satisfaction in highest priority.
 4. TRS providers shall bring resolution to complaints by the following ordinal methods. Level 1 resolution: acknowledgement of complaint and commitment to resolution. Level 2 resolution: acknowledgement of complaint and commitment to resolution with follow-up and remediation steps taken. Level 3 resolution: acknowledgement of complaint, explanation of steps taken to resolve matter, referral to the ACDHH and FCC in text or verbally, followed up in writing, hard or soft copy form. TRS provider shall receive agreement of resolution when the complainant is satisfied with the resolution. TRS provider shall work with ACDHH to further define its resolution procedures.
 5. TRS provider shall take appropriate steps to resolve all complaints within 15 days after the end of the month in which the complaint was received.
 6. ACDHH, as certified by the FCC ^{47-64.605}, is the responsible party when submitting all customer contact information, including customer complaints and complaint logs, to the FCC.
 7. If the complaint is not escalated to the FCC, the complainant will have the option to provide personal information for the purpose of resolving the complaint.
 8. When issued a complaint directly from the FCC, whether it is an informal or formal complaint, the TRS provider shall inform ACDHH of the complaint, its contents, the TRS provider's response(s) and all associated outcomes.
 9. When responding to a complaint directly from the FCC, whether it is an informal or formal complaint, TRS provider shall inform ACDHH and describe its response to the complaint.
- R. ASCII split screen. TRS providers may provide a "split screen" for users calling TRS using ASCII.
- S. Explanation of TRS. TRS provider shall ensure that OPRs will ask non-text users receiving a call if they have previously used relay services. If the user has not, the OPR will explain how the service operates and will notify the text user, in parenthesis, that TRS is being explained, "(EXPLAINING RELAY)." ACDHH will review and approve the explanation phrase. Non-text users who initiate TRS calls may not be asked if they have previously used relay services but remain eligible for the explanation if they ask subsequently for such an explanation or if they noticeably struggle with the relay process.
- T. TRS provider numbers. TRS providers shall use the following existing AZRS numbers:
1. 800-367-8939 for all TTY and deaf blind calls.
 2. 888-842-3372 for all ASCII calls.


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3. 800-842-4681 for all Voice calls.
4. 800-842-9818 for all VCO calls.
5. 800-842-2088 for all Spanish TRS and English-Spanish TRS calls; TTY, ASCII, Voice, VCO, 2L VCO, HCO and STS.
6. 800-842-6520 for all STS and STS/VCO calls
7. 900-346-3323 for all "900" pay-per-call calls.
8. 877-711-1618 for all 711 abbreviated dialing calls. All services available through the TRS provider are to be accessible through 711. 711 is subject to the same general requirements set forth for all TRS services provided herein.
9. Each line shall have a greeting unique to its designation. All greetings are subject to the review and approval of ACDHH.
10. Other than 711, each of the aforementioned numbers is, and will remain, the property of ACDHH.
11. TRS provider shall assign an 8XX number of its own in providing international access to AZRS.

5. Requirements: Operators

A. Relay operator (OPR). TRS provider will ensure their OPRs, including STS OPRs, effectively meet the specialized communication needs of individuals with hearing and speech disabilities.

1. OPRs shall possess a high school diploma or GED equivalence.
2. OPRs shall have demonstrated clear and articulate voice communication skills.
3. OPRs shall possess a typing speed of a minimum of 60 words per minute through an oral-to-type test. OPRs will be re-qualified at this speed a minimum of once every six months. Technological aids may be used to reach the required typing speed. TRS provider shall provide variable testing to ensure that OPRs do not become familiar with testing contents and eventually "learn" the material.
4. TRS provider shall provide OPRs with training in Deaf Culture and translation/interpretation of typed ASL. The trainer that will teach ASL and the culture of deaf people shall possess a certificate by the American Sign Language Teachers Association and demonstrate 18 months working experience in relay call procedures.
5. TRS provider shall provide OPRs with instruction and ongoing support in the relaying of calls for users with minimal language skills.
6. TRS provider shall provide OPRs with presentations by experts in the field of deafness, hearing loss, deaf blindness and speech impairment.
7. STS OPRs will be trained in speech disabilities, their respective implications and etiquette, in order to facilitate calls between STS users and end users.
8. TRS provider shall provide OPRs with access to confidential counseling and support services to aid them in dealing with the emotional aspects of relaying calls.
9. OPRs shall convey the full content, context and intent of the relay communication they transmit providing functional equivalence through the transmittal of all salient information, including background noise that is experienced by a hearing person engaged in a telephone conversation.
10. OPRs shall not censor any language during relay calls, including profanity and language of a frank and/or sexual nature.
11. OPRs shall, to the best of their ability, convey to text users information regarding voice users' tone of voice. OPRs shall state appropriate forms of voice inflection such as yelling, crying, loud, hoarseness e.g., "(CRYING), (LOUD), (SOUNDS HOARSE)." For voice tones that are more emotional than descriptive, OPRs may use the phrase "sounds 'adjective'," in attempting to describe the voice caller's tone. TRS provider shall provide the ACDHH with initial and updated lists of accepted descriptive words. OPRs shall verbalize for text users, in a conversational manner appropriate to the type of call being made, the text user's message.
12. OPRs shall ensure users' control over the call being made by allowing the user to establish call procedures e.g., relay introduction, announcing the name of caller, asking for a certain individual, etc. For example, if the user instructs the operator not to announce relay, the operator will not announce relay to the other party.
13. With the exception of facilitating an emergency call, OPRs shall not counsel, advise or interject personal opinions or additional information in the relay call.
14. OPRs shall maintain a neutral position when relaying a call. OPRs shall not have personal conversations with anyone calling the TRS aside from nominal and appropriate responses, and only when prompted by the caller, e.g., responding to a compliment by typing "(THANK YOU)," or saying "thank you."
15. OPRs shall keep the user informed of progress of the call, including the number of rings, dialing sounds, busy signals, disconnection clicks or tones, recordings, fax sound feedback, or on-holds (when with or without on-hold recordings are present).


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16. OPRs shall identify their gender upon initial contact with text-based users, e.g., male = “(M)” or female “(F).”
17. OPRs shall, whenever possible, accommodate users’ requests to be switched to an OPR of another gender.
18. OPRs will inform both parties of their comments to either party, e.g., when explaining relay to the hearing party, “(EXPLAINING RELAY).”

- B. OPR materials. TRS provider shall provide to ACDHH a confidential copy of all applicable OPR policies, rules, procedures, training materials and references. TRS provider shall provide a copy to ACDHH each time OPR materials are updated.
- C. In-call replacement of OPRs. OPRs answering and placing a TTY, ASCII, HCO, Spanish TRS or Spanish-English Translation TRS call must stay with the call for a minimum of 10 minutes.
 1. STS OPRs shall process an STS call for a minimum of 15 minutes before being replaced by another STS OPR.
 2. The replacement OPRs will announce the change of OPRs to both parties immediately following the replacement.
 3. Regardless of an emergency, OPRs will wait until either the caller or the calling party has completed their exchange (typed or stated “GA”) before executing an in-call replacement.
- D. Cultural mediation. TRS providers shall ensure that OPRs handle calls in a manner that is sensitive to the social/cultural variations of users accessing its services. OPRs shall, to the best of their ability, mediate such differences including, but not limited to, the following:
 1. OPRs, when conversing directly with any user, shall converse in a professional and courteous manner.
 2. OPRs shall be sensitive to extensive pauses, informing the waiting user of the progress of the call.

1. 6. Requirements: Technical

- A. Switching system. TRS provider shall employ a switching system that ensures no calls are dropped due to technical failure and must be capable of having preventive maintenance performed while the system is in operation.
- B. Network configuration. TRS provider shall use transmission circuits that meet or exceed industry interexchange performance standards for circuit loss and noise standards.
 1. TRS provider shall describe its facilities, telecommunications equipment, and software used in the production of services described herein.
 2. TRS provider shall provide a network design diagram that describes its network configuration used in the production of services described herein.
 3. TRS provider shall show how all callers and call types will access their services, the method in which each caller and call type will be handled, and the quality and quantity of inbound and outbound circuits it will use in the provision of these services.
 4. TRS provider shall certify that their system is designed towards a minimum P.01 standard.
- C. Power redundancy. TRS provider shall ensure the provision of auxiliary power for its entire network for a period of no less than 12 hours.
- D. Disaster recovery plan. TRS provider shall describe and maintain a service contingency plan in the event of natural and/or man-made disaster. TRS provider shall issue a formal report within 24 hours following any instance this service contingency plan is activated.
- E. Network and/or service failure. In the event of a network failure or an adverse event affecting attainment of any requirement set forth herein, in whole or in part, the TRS provider shall take whatever steps necessary in order to stabilize and resolve the problem(s) immediately. TRS provider shall report all such failures and/or events to the ACDHH shortly after they occur, informally (call or page to the ACDHH designated representative) within the first hour of the event, and formally (written explanation and resolution plan) with the first 24 hours.
- F. Blockage. Except during network failure or equipment failure of a third party, TRS provider shall not permit busy signals. TRS provider shall hold all delayed calls in a queue until an OPR answers them. TRS provider shall collect from all LECs information containing the following: callers accessing an AZRS TRS number, call attempt rates and call block rates between the LEC and the TRS provider, on a monthly basis.
- G. Service expansion. TRS provider shall be capable of expanding its production of all services described herein in response to increasing or changing demands for those services. During service expansion or changes, TRS provider shall maintain adherence with all applicable requirements set forth herein and will incur no additional cost to ACDHH.
- H. Technological innovation. TRS provider shall keep abreast of all new technology developed in the field of TRS. TRS provider is encouraged to seek out new technologies and to continually improve its platform, its services and method of approach.


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TRS provider shall report monthly to ACDHH on any new technology, features, services or solutions available to TRS consumers anywhere in the nation.


- I. Transmission types. TRS provider shall process both voice and text-based calls utilizing the most accessible media. Transmission types of protocols shall include but may not be limited to analog (e.g. voice, Baudot) and digital (e.g. ASCII and IP). With regard to Baudot, TRS providers are highly encouraged to include one or more of the following speed codes to their platform: “Turbo Code” of Ultratec, “Fast Type” of Krown, and “High Speed” of Ameriphone.

7. Deliverables: Reports

- A. TRS records maintenance. TRS provider shall maintain all necessary records of its operations so as to permit review and verification of all data reported under its program of services provided herein. TRS provider shall make all such information available during normal business hours for inspection by the ACDHH, the State of Arizona, or its delegate.
- B. TRS reports to local exchange carriers. TRS provider shall provide all information necessary to enable local exchange carriers to waive access charges for all TRS user calls originating and terminating with their local or extended-local calling area, pursuant to all applicable statutory requirements covering such calls.
- C. TRS monthly reports. TRS provider shall submit the following reports on a monthly basis, due by the close of office hours on the 15th day of the month following the month for which the reports address (e.g., January 1 through 31 due by February 15, etc.). With the exception of the monthly invoice for compensation, which is to be delivered in hard (paper) copy format, TRS provider shall provide all reports in both hard (paper) and soft copy (digital, using Microsoft Excel and Word) formats.
 1. TRS invoice. TRS provider shall calculate conversation minutes of the two following categories of calls in the nearest second:
 - a. All intrastate TRS toll and local calls and render billing of conversation minutes to ACDHH.
 - b. All intrastate IP TRS calls, both toll and local, and render billing of conversation minutes to ACDHH, unless otherwise indicated by future rulings of the Federal Communications Commission.
 - c. TRS provider shall provide, on a monthly basis, the following information in the nearest second for each category of calls on its invoice for compensation for all TRS services described herein including the following:
 - Total session minutes of use.
 - Total conversation minutes of use.
 - Total interstate conversation minutes of use.
 - Total international conversation minutes of use.
 - Total toll-free conversation minutes of use.
 - Total Directory Assistance conversation minutes of use.
 - Total 900 conversation minutes of use.
 - Total billable conversation minutes of use.
 - Price per TRS minute of service, i.e., price for all services including Voice, TTY, ASCII, Deaf Blind, VCO, HCO, Spanish and English-Spanish Translation.
 - Total TRS compensation amount.
 - Total STS session minutes.
 - Total STS conversation minutes.
 - Price per STS TRS minute of service.
 - Total STS TRS compensation amount.
 - Total service compensation amount.
 - Certification statement regarding the accuracy of all data included within invoice.
 - Signature line and signature of appropriate individual, i.e., TRS representative to ACDHH or other personnel authorized to certify the invoice.
 2. Monthly TRS traffic report. TRS provider shall calculate all intrastate toll and local call traffic in the nearest second and submit the report along with the billing.
 - a. Number of monthly outbound call volumes: totals by each call service.
 - b. Monthly percentage of outbound call volumes for each call service.
 - c. Monthly inbound call volumes for each call service.
 - d. Monthly conversation minutes of each call service.
 - e. Monthly average length of call of each call service in conversation minutes.
 - f. Monthly average speed of answer to customer service representatives.
 - g. Monthly number of 7-1-1 inbound calls for each call service.
 - h. Daily and monthly number of courtesy intercept messages sent to inbound users. Daily average speed of answer level.

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- i. Percentage of all calls answered in 10 seconds or less.
 - j. Percentage of all calls answered in 12 seconds or less.
3. Daily average seconds answer report. An exception to the monthly traffic report is that TRS Provider shall provide to ACDHH a daily report by 8:00 a.m. the following day after the call traffic date through fax or e-mail. Report of daily average speed of answer does not include calls still in queue or on-hold.
 - a. Daily average speed of answer in each of the following: the daily average and the daily average in increments of 30 minutes.
 - Percentage of all Arizona calls answered in 10 seconds or less.
 - Percentage of all Arizona calls answered in 12 seconds or less.
4. Quality assurance reports. The TRS Provider shall provide the quality assurance report with the monthly invoice.
 - a. Individual customer complaints and their respective resolutions.
 - b. Monthly total customer complaints.
 - Number of operational complaints.
 - Number of technical Complaints.
 - Number of miscellaneous complaints.
 - c. Monthly total customer complaints resolved.
 - Dates and brief narrative of resolution of each level of each complaint.
 - Dates and brief narrative of each complaint received from FCC, including its contents, TRS Provider's response and all associated outcomes.
 - d. Monthly total customer contacts.
 - e. Monthly total customer contacts, including: questions, requests for information, general assistance and general assistance.
 - f. Monthly quality assurance activity reports, Section.
5. Monthly call detail reports. TRS provider shall calculate all the following daily intrastate toll and local call details, and submit the detail report with the monthly invoice.
 - a. Daily inbound activity.
 - b. Daily total activity.
 - c. Daily completed activity.
 - d. Call setup / wrap up averages by day.
 - e. TRS call summary by day.
 - f. Multi-traffic distribution call summary by day.
 - g. Inbound information report by day.
 - h. Average length of call by conversation minutes.
 - i. Average conversation minutes per hour.
 - j. Daily number of total, inbound and outbound calls by hour.
 - k. Monthly outbound call profiles.
 - l. Daily service result summaries by call centers.
 - m. Speech-to-Speech call data reports by day and month.
 - n. Daily OPR data by call center.
 - o. Inbound call detail report by day.
6. Arizona delayed call profile reports. TRS provider shall provide reports including delayed call summary, total calls offered, abandoned and handled according to the following periods, and submit the profile report with the monthly invoice.
 - 0-5 seconds
 - 6-10 seconds
 - 11-15 seconds
 - 16-20 seconds
 - 21-25 seconds
 - 26-30 seconds
 - 31-40 seconds
 - 41-50 seconds
 - 51-60 seconds
 - 61-+ seconds
7. Arizona average speed of answer reports: According to Section IIC(1), TRS provider shall calculate all the Arizona average speed of answer of daily intrastate toll and local call, and submit the detail report with the monthly invoice.
 - a. Daily speed of answer service levels.
 - Percentage of calls that are answered in 10 seconds or less.

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- Percentage of calls that are answered in 12 seconds or less.
 - Daily average speed of answer.
 - Monthly customer service average speed of answer and service level.
8. NPA/NXX usage reports. Reports are to be submitted including subscriber counts of all NPAs and NXXs accessing AZRS lines as well as exchange usage statistics and graphics depicting geographic calling patterns both within the state and across the country.
 9. Other reports. TRS provider shall provide the following information derived from the previous month and submit the information with the monthly invoice.
 - a. Typing speed of each of the newly hired operators in their identification number and regular operators who receive typing retesting every six months from the date of their employment.
 - b. New descriptive words for ACDHH approval.
 - c. Updated OPR materials.
 - d. Monthly total and daily average of call blockage.
 - e. Monthly number of callers accessing AZRS.
 - f. Monthly call attempt rates.
 - g. Monthly call blockage rates between the LEC and the TRS provider, including daily average.
 - h. Monthly number of OPRs and/or duty stations to respond to the demand of TRS users in Arizona.
 - i. List of new technology, call features, services and solutions of AZRS.
 10. TRS provider annual report. TRS provider shall submit an annual report, due by the close of office hours on the last business day of the first month of the fiscal year, beginning July 1 and ending June 30. This report shall include a summary of the preceding months' reports including general analysis of usage, trends, complaint categories and general resolutions, traffic analysis and projections as well as trends in the field of TRS. This report should incorporate yearly totals, averages of monthly statistical information and a variety of narratives describing significant relay events and developments throughout the fiscal year. TRS provider shall work with the ACDHH on any more specific contents as well as the general format of this report.

8. Reference: Definitions

- A. 2-Line Voice Carry-Over (2L VCO) TRS. A method of placing a Voice Carry-Over call using two lines, one for the purpose of transmitting text (from the Relay Operator to the VCO user) and the other for the purpose of transmitting voice (from the VCO user directly to their calling party), allowing for a more realistic and simultaneous communication experience.
- B. 711. The abbreviated dialing code for accessing all types of relay services anywhere in the United States.
- C. Abandoned Call. All calls reaching the TRS switch and terminated by the caller before a Relay Operator answers, regardless of the amount of time that has elapsed since the call reached the relay switch.
- D. ACDHH. The Arizona Commission for the Deaf and the Hard of Hearing. Manager of the State TRS Program, as appointed by the Governor and under the authority of the Arizona State Procurement Office.
- E. American Sign Language (ASL). A visual language based on hand shapes, position, movement, and orientation of the hands in relation to each other and the body. 47-64.601 (1)
- F. ANI. Automatic Number Identification.
- G. Arizona Relay Service (AZRS). The State TRS Program's product name. Although utilized by the incumbent, as well as previous providers, the Arizona Relay Service and the acronym "AZRS" and/or "AzRS" remain the property of the State. Unauthorized use of this name, outside the scope of this contract, is prohibited.
- H. ASCII. American Standard Code for Information Interexchange. A line transmission protocol that employs an eight-bit code and can operate at any standard transmission baud rate including 300, 1200, 2400, and higher. 47-64.601 (2)
- I. Baudot. A seven-bit code, only five of which are information bits. Baudot is used by some text telephones to communicate with each other at a 45.5-baud rate. 47-64.601 (3)
- J. Call. As it pertains to the provision of services described herein, any TTY, Voice, ASCII, VCO, 2L VCO, STS, HCO, Spanish TRS and English-Spanish Translation TRS.
- K. CLID. Calling Line Identification.
- L. Communications Assistant (CA) and Relay Operator (OPR). A person who transliterates or interprets conversation between two end users of TRS. 47CFR§64.601(A)(5) For the purposes of this solicitation and contract, the term "CA" is not intended to be product specific and may be used interchangeably with similar terms used throughout the industry, e.g.,

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Relay Operator (RO). The ACDHH prefers the term “Relay Operator” and will use the acronym “OPR” when referring to this position.

- M. Conversation Minute. An interval of time that begins when an inbound caller is connected to their outbound party, an answering service, message or intercept for the called number and ending when either party disconnects from the OPR, not to include call set-up, wrap-up, busy signals or no-answers; also known as “relay” or “billable” minute.
- N. Hearing carry-over (HCO) TRS. A reduced form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the OPR speaks the text as typed by the person with the speech disability. The OPR does not type any conversation. 47-64.601 (6)
- O. IP TRS. Internet Protocol Telecommunication Relay Service in which users may access the AZRS from the Internet to place calls through the TRS provider through the publicly switched network.
- P. LEC. Local Exchange Carrier.
- Q. NPA. Number plan area or area code.
- R. NXX. A carrier’s central office identification number, comprising the first three digits of a seven-digit telephone number.
- S. Spanish TRS. The provision of TRS between individuals using Spanish, also known as “Spanish-to-Spanish” TRS.
- T. Spanish Translation TRS. The provision of TRS between two callers where one caller uses English and the other uses Spanish. This service requires the OPR to interpret spoken communication in one language and translate it into the text of another.
- U. Speech-to-Speech TRS (STS). A telecommunication relay service that allows people with speech disabilities to communicate with voice telephone users through the use of specially trained OPRs who understand the speech patterns of persons with disabilities and can repeat the words spoken by that person.
- V. Telecommunication relay services (TRS). Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. The term includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device. 47-64.601 (7)
- W. Voice carry-over (VCO). A reduced form of TRS where the person with the hearing disability is able to speak directly to the other end user. The OPR types the response back to the person with the hearing disability. The OPR does not voice the conversation. 47 CFR Part 64.601(9).



Pricing Schedule

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Suite 104

Phoenix, AZ 85007-3223

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1. PRICE PER T.R.S. CONVERSATION MINUTE

Estimated 250,000 call minutes per month X 12 months = estimated 3,240,000 call minutes per year X \$ _____
per conversation minute = \$ _____.

Show charge if conversation minutes per month exceeds:

300,000 \$ _____ per conversation minute

400,000 \$ _____ per conversation minute

500,000 \$ _____ per conversation minute

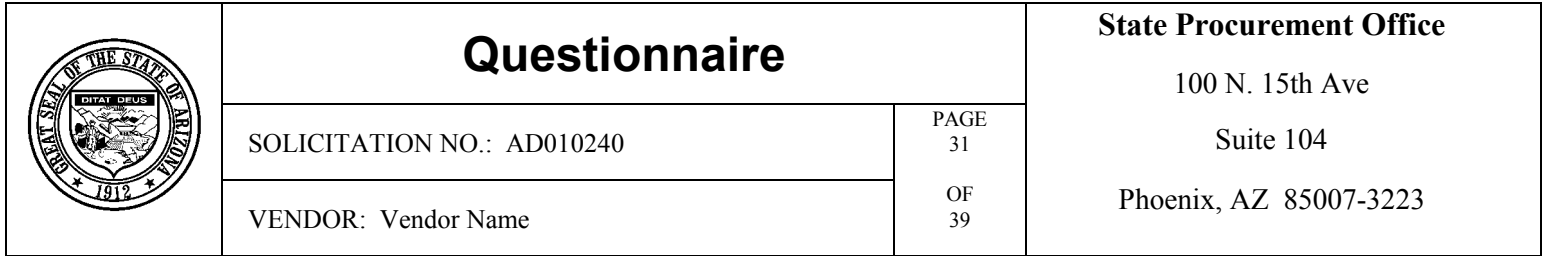
600,000 \$ _____ per conversation minute

2. PRICE PER S.T.S. CONVERSATION MINUTE


Estimated 1,000 call minutes per month X 12 months = estimated 12,000 call minutes per year X \$ _____
per conversation minute = \$ _____.


3. PRICE PER I.P. CONVERSATION MINUTE


Estimated 10,000 call minutes per month X 12 months = estimated 120,000 call minutes per year X \$ _____
per conversation minute = \$ _____.





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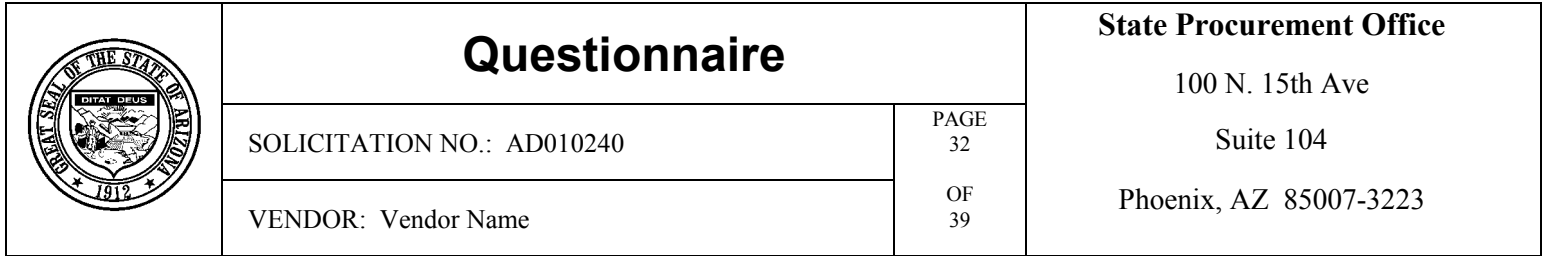
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EXCEPTIONS


Offerors are to indicate below any exceptions they have taken to this solicitation.


[illegible]





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SUBCONTRACTORS

Offeror is to provide the name of proposed subcontractor(s) if any portion of the requirement is to be subcontracted, detail work to be subcontracted, subcontractor's longevity in this work, technician employment.

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.

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REFERENCES

Offeror shall provide references that establish their experience and quality of service in providing services as described under this RFP. See requirements under Special Instructions to Offerors.

1.

ORGANIZATION:

ADDRESS:

CONTACT PERSON (TECHNICAL):

TELEPHONE:

CONTACT PERSON (USER):

TELEPHONE:

SIZE & DETAIL:

2.

ORGANIZATION:

ADDRESS:


CONTACT PERSON (TECHNICAL):

TELEPHONE:

CONTACT PERSON (USER):

TELEPHONE:

SIZE & DETAIL:

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3.

ORGANIZATION:

ADDRESS:

CONTACT PERSON (TECHNICAL):

TELEPHONE:

CONTACT PERSON (USER):

TELEPHONE:

SIZE & DETAIL:

4.

ORGANIZATION:

ADDRESS:


CONTACT PERSON (TECHNICAL):

TELEPHONE:

CONTACT PERSON (USER):

TELEPHONE:

SIZE & DETAIL:

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5.

ORGANIZATION:

ADDRESS:


CONTACT PERSON (TECHNICAL):

TELEPHONE:

CONTACT PERSON (USER):

TELEPHONE:

SIZE & DETAIL:

	Certificate of Insurance		State Procurement Office 100 N. 15th Ave Suite 104 Phoenix, AZ 85007-3223
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Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person	\$1,000,000.00		Comprehensive General Liability Form		
Each Occurrence	\$2,000,000.00		Premises Operations		
Property Damage	\$1,000,000.00		Contractual		
OR			Independent Contractors		
Bodily Injury and Property Damage Combined	\$1,000,000.00		Products/Completed Operations Hazard		
			Personal Injury		
			Broad Form Property Damage		
			Explosion & Collapse (If Applicable)		
			Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits	\$100,000.00		Workmen's Compensation and Employer's Liability		
			Other		


State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued: _____

Authorized Representative

	Bid Bond		State Procurement Office 100 N. 15th Ave Suite 104 Phoenix, AZ 85007-3223
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KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____

(hereinafter called Principal), as Principal, and _____

_____, a corporation organized and existing under the laws of

the State of _____ with its principal office in the City

of _____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in

the amount of _____ (Dollars) (\$ _____), for the

payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly

and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 19____


Principal Seal

By _____

Surety Seal

By _____

Agency of Record

	Performance Bond		State Procurement Office 100 N. 15th Ave Suite 104 Phoenix, AZ 85007-3223
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KNOW ALL MEN BY THESE PRESENTS:

THAT, _____
 (hereinafter called Principal), as Principal, and _____
 _____, a corporation organized and existing under the laws of the
 State of _____, with its principal office in the City
 of _____
 (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in the
 amount of _____ (Dollars) (\$ _____), for the
 payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successor assigns, jointly and
 severally firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
 day of _____, 19_____, for the material, service or construction
 described as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 19 _____

Principal Seal

By _____

Surety Seal

By _____

Agency of Record

End of Solicitation AD010240 Document